

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is a performance-based cost-plus-award-fee contract for the Portsmouth Decontamination and Decommissioning (D&D) Project at the Portsmouth Gaseous Diffusion Plant near Piketon, Ohio. This contract will support DOE in transitioning from Cold Shutdown (CSD) to the D&D project and complete D&D of the excess Gaseous Diffusion Plant (GDP) facilities. The contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This contract applies performance-based contracting approaches and expects the contractor to implement techniques that emphasize safe, efficient, and measurable results.

The contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to perform all requirements of this contract.

B.2 ESTIMATED COST, BASE FEE, AND AWARD FEE - BASE PERIOD

CLIN 0001 – Contract Transition Period – See Section C, Performance Work Statement (PWS) C.2.1. The contract transition period is anticipated to be a ninety (90) day period of time.

Estimated Cost \$ _____

No fee is payable for the contract transition period.

CLIN 0002 – Base Period - See Section C, Performance Work Statement (except for PWS C.2.1, C.2.5.4.2, and C.2.5.4.3). The base period is the five (5) year performance period.

Estimated Cost	\$ _____
Base Fee (Max. 4%)	\$ _____
Total Available Award Fee	\$ _____
Total Price	\$ _____

The cumulative maximum fee (base and award) shall not exceed 10% of the estimated cost.

B.3 ESTIMATED COST, BASE FEE, AND AWARD FEE - OPTION PERIOD

CLIN 0003 – Option Period - See Section C, Performance Work Statement (except for PWS C.2.1, C.2.5.4.2, and C.2.5.4.3). The option period of performance is five (5) years from the end of the base period of performance (CLIN 0002).

Estimated Cost	\$ _____
Base Fee (Max. 4%)	\$ _____
Total Available Award Fee	\$ _____
Total Price	\$ _____

The total cumulative maximum fee (base and award) shall not exceed 10% of the estimated cost.

B.4 OPTIONS FOR OSWDF

CLIN 0004 – Option for On-Site Waste Disposal Facility (OSWDF) - See Section C, Performance Work Statement C.2.5.4.2 and/or C.2.5.4.3. The option for OSWDF may be exercised at any time during the base and/or option period by providing the contractor a thirty day written notice.

SubCLIN 0004AA - OSWDF Construction Option

Total Estimated Cost	\$ _____
Total Available Award Fee	\$ _____
Total Price	\$ _____

SubCLIN 0004AB - OSWDF Startup and Operations Option

Total Estimated Cost	\$ _____
Total Available Award Fee	\$ _____
Total Price	\$ _____

The total maximum award fee shall not exceed 10%. The Contracting Officer (CO) will allocate the fee associated with the work to be performed considering the term of the contract at the time the option is exercised.

B.5 BASE AND AWARD FEE

- (a) The contractor shall earn a combination of base fee and award fee as detailed below. The contractor shall not earn any fee for contract transition (C.2.1).
- (b) The base fee shall be paid for satisfactory performance of the following PWS requirements:
 - Facility Surveillance and Maintenance and Stabilization (C.2.2);
 - Regulatory Compliance and Permits (C.2.7.4);
 - Sampling, Analysis, and Data Management (C.2.7.5);
 - Environmental Monitoring and Reporting (C.2.7.6);
 - Security (C.2.7.7);
 - Cyber Security (C.2.7.8);
 - Records Management and Document Control (C.2.7.9);
 - External Affairs (C.2.7.10); and
 - Real and Personal Property Management (C.2.7.11).
- (c) Base fee shall be paid semi-annually after submittal of an appropriate invoice. Payment of base fee is subject to the requirements of Section I Clause, DEAR 952.223-76, Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (JAN 2004).
- (d) The total available award fee for the base and option periods can be earned through objective and/or subjective fee components consisting of award fee criteria and/or

performance based incentives (PBI). The PBIs proposed by the contractor and agreed to by DOE will become a part of the Award Fee Plan. These components and available award fee for the periods will be provided in the Award Fee Plan.

- (e) The CO will prepare and issue the Award Fee Plan prior to the start of each fiscal year. The CO may provide draft award fee criteria and PBIs for contractor review and input; however, the CO reserves unilateral discretion to issue and modify the Award Fee Plan without contractor review. The PBIs may be a combination of single year and multi-year. The CO will provide 30 days notice of changes to the Award Fee Plan after assignment of facilities, services, and/or any other activities assigned by the CO during contract performance.
- (f) The amount of earned total award fee shall be unilaterally determined by the Fee Determining Official (FDO) semi-annually. This determination shall be based upon the FDO's evaluation of the contractor's performance, as measured against the Award Fee Plan. Upon the FDO's final determination of the earned award fee for each evaluation period, the contractor may invoice the fee amount. The FDO may authorize payment of an objective PBI once performance is complete and evaluated.
- (g) Any unearned award fee from each evaluation period will not be eligible to be earned in any future period(s).

B.6 OBLIGATION OF FUNDS

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$ TBD have been allotted for obligation and are available for payment of services provided from the effective date of this contract through TBD .

B.7 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the contract with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26 (e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the "contractor" shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this contract for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.
- (b) The fee restriction in paragraph (a) does not apply to members of the contractor's team that are: (1) small business(es); (2) protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause, Mentor-Protégé Program; or (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract.

For the purposes of this clause, the term company shall include universities and non-profit organizations.

B.8 DOE AUTHORIZATION OF WORK

The CO will authorize work as follows:

- (a) The contractor is authorized to conduct work in accordance with the approved Performance Measurement Baseline (PMB), subject to the limitations of the Section B clause, Obligation of Funds.
- (b) The contractor's initial Annual Work Plan shall detail the work activities to be performed. Until DOE approves the contractor's PMB, the Annual Work Plan will be used to authorize work.
- (c) The Contract Budget Base (CBB) which includes PMB will be limited to the total contract award amount minus fee. After the PMB has been approved by DOE, the contractor shall work to the PMB. The contractor shall develop and maintain the PMB in accordance with Section C.2.7.2, Project Management. When required, the CO may make changes within the general scope of the contract in accordance with the Changes clause. The CO has review and concurrence authority during the Baseline Change Control Process. As additional activities and facilities are deemed available, the Baseline Change Control Process will be utilized for work authorization and contract modifications to adjust scope and schedule.
- (d) The contractor shall not be entitled to earn fee for work not authorized by the CO.

B.9 ADVANCED UNDERSTANDING - CHANGES TO CONTRACT COST AND CONTRACT FEE

The contractor is responsible for total performance under this contract, including selecting the specific approaches and methods to perform all work. For all contract work within the control of the contractor, the consequences of any adverse contractor work performance; consequences of any regulatory actions in response to adverse contractor work performance; and/or inability to accomplish the contractor's proposed technical approach shall not be a basis for an upward adjustment to the fee(s) of the contract.

It is recognized that the contractor will be performing in a dynamic environment where new facilities may be added and priorities may change. The contractor shall assume responsibility for any facilities, services, and/or remediation activities assigned by the CO during contract performance. The contractor understands and agrees that the addition of any Gaseous Diffusion Plant facilities turned over to DOE and assigned to the contractor is not, in and of itself, considered a change requiring an adjustment to the fee pools of the contract. Also see Section H clause, Site Investigation and Conditions Affecting the Work.

The contractor may be entitled to a change when the cumulative work exceeds the Total DOE Provided Dollar Amount as follows:

PWS C.2.3.4	Other GDP Facilities	\$100M
PWS C.2.4.1	Solid Waste Management Units	\$ 25M
PWS C.2.4.2	Soil Characterization and Remediation	\$ 75M

PWS C.2.4.3	Groundwater Monitoring and Remediation	\$ 50M
	Total DOE Provided Dollar Amount	\$250M

As noted in Section B.8(d), the contractor shall not be entitled to earn fee for work not authorized by the CO. The CO will authorize fee based upon the estimated costs of the work assigned.

In accordance with paragraph B.8, DOE Authorization of Work, the contractor shall be required to provide a cost estimate for any and all work assigned in these areas under the DOE provided dollar amounts.

The contractor is not entitled to a change in the contract for the following PWS elements: Facility Surveillance and Maintenance and Stabilization (C.2.2); Regulatory Compliance and Permits (C.2.7.4); Sampling, Analysis, and Data Management (C.2.7.5); Environmental Monitoring and Reporting (C.2.7.6); DOE Safeguards and Security (C.2.7.7); Cyber Security (C.2.7.8); Records Management and Document Control (C.2.7.9); External Affairs (C.2.7.10); and/or Real and Personal Property Management (C.2.7.11). There will be no adjustment in the fees of the contract should the actual costs be different than the DOE estimated costs.

The contractor is not entitled to a change in the contract for contributions to any defined benefit pension plan or medical plan.

The contractor may be entitled to a change pursuant to the Changes clause in Section I, if and when, any or all site services become the responsibility of the contractor.